

<b>AWARD/CONTRACT</b>		<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>		<b>Rating</b> DOA4		<b>Page</b> 1 <b>Of</b> 33	
<b>2. Contract (Proc. Inst. Ident) No.</b> W56HZV-04-C-0440		<b>3. Effective Date</b> 2004JUN28		<b>4. Requisition/Purchase Request/Project No.</b> SEE SCHEDULE			
<b>5. Issued By</b> TACOM WARREN AMSTA-AQ-ABGA JANET JOUDAS (586)574-7273 WARREN, MICHIGAN 48397-5000  HTTP://CONTRACTING.TACOM.ARMY.MIL  <b>e-mail address:</b> JOUDASJ@TACOM.ARMY.MIL		<b>Code</b> W56HZV		<b>6. Administered By (If Other Than Item 5)</b> DCMA SANTA ANA 34 CIVIC CENTER PLAZA ROOM 813A SANTA ANA CA 92701-4056  <b>SCD</b> C <b>PAS</b> NONE <b>ADP</b> PT HQ0339		<b>Code</b> S0513A	
<b>7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code)</b> CHANG INDUSTRY, INC. 1925 MCKINLEY AVENUE SUITE F LA VERNE, CA. 91750-5800  TYPE BUSINESS: Small Disadvantaged Business Performing in U.S.				<b>8. Delivery</b> <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE			
				<b>9. Discount For Prompt Payment</b>			
				<b>10. Submit Invoices (4 Copies Unless Otherwise Specified)</b>		<b>Item</b> 12	
<b>Code</b> OGTS7		<b>Facility Code</b>		<b>To The Address Shown In:</b>			
<b>11. Ship To/Mark For</b> SEE SCHEDULE		<b>Code</b>		<b>12. Payment Will Be Made By</b> DFAS - COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS, OH 43218-2381		<b>Code</b> HQ0339	
<b>13. Authority For Using Other Than Full And Open Competition:</b> <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(1) <input type="checkbox"/> 41 U.S.C. 253(c)( )				<b>14. Accounting And Appropriation Data</b> ACRN: AA 21 42040000046N6N7EP633005255Y S20113 W56HZV			
<b>15A. Item No.</b> SEE SCHEDULE		<b>15B. Schedule Of Supplies/Services</b> CONTRACT TYPE: Cost-Plus-Fixed-Fee		<b>15C. Quantity</b>		<b>15D. Unit</b>	
				<b>15E. Unit Price</b>		<b>15F. Amount</b>	
				KIND OF CONTRACT: Research and Development Contracts			
<b>15G. Total Amount Of Contract</b>						\$1,000,000.00	
<b>16. Table Of Contents</b>							
(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	21
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X	C	Description/Specs./Work Statement	6	X	J	List of Attachments	33
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X	E	Inspection and Acceptance	10		K	Representations, Certifications, and Other Statements of Offerors	
X	F	Deliveries or Performance	11				
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X	H	Special Contract Requirements	14		M	Evaluation Factors for Award	
Contracting Officer Will Complete Item 17 Or 18 As Applicable							
<b>17.</b> <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				<b>18.</b> <input type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
<b>19A. Name And Title Of Signer (Type Or Print)</b>				<b>20A. Name Of Contracting Officer</b> DEREK MCALEER MCALEERD@TACOM.ARMY.MIL (586)574-7197			
<b>19B. Name of Contractor</b>  By _____ (Signature of person authorized to sign)		<b>19c. Date Signed</b>		<b>20B. United States Of America</b>  By _____ /SIGNED/ (Signature of Contracting Officer)		<b>20C. Date Signed</b> 2004JUN28	

**Name of Offeror or Contractor:**   CHANG INDUSTRY, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
	<u>FCLAS</u>	1	LO		\$ <u>1,000,000.00</u>
	NOUN: FCLAS				
	SECURITY CLASS: Unclassified				
	Contractor shall furnish all the supplies and services to accomplish the services as specified Section C of the Contract.				
	Est. Cost:            \$18,203,895.00				
	Fixed Fee:            \$ 1,296,000.00				
	Total Cost:           \$19,499,895.00				
	(End of narrative B001)				
	<u>Inspection and Acceptance</u>				
	INSPECTION: Destination      ACCEPTANCE: Destination				
	<u>Deliveries or Performance</u>				
	DLVR SCH	PERF COMPL			
	<u>REL CD</u> <u>QUANTITY</u>	<u>DATE</u>			
	001                              1	30-NOV-2007			
	\$            1,000,000.00				

Name of Offeror or Contractor: CHANG INDUSTRY, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101	<div>FCLAS</div> <div>NOUN: CHANG INDUSTRY NEW CONTRACT</div> <div>PRON: R342C212R3PRON AMD: 01ACRN: AA</div> <div>AMS CD: 63300522111</div> <div>(AMOUNT: \$ 1,000,000.00)</div>				

Name of Offeror or Contractor: CHANG INDUSTRY, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	<div>DATA ITEM</div> <div>SECURITY CLASS: Unclassified</div> <div>Technical Data as set forth in Contract Data Requirements List (DD Form 1423) hereinafter referred to as Exhibit A.  (End of narrative B001)</div> <div>Inspection and Acceptance INSPECTION: DestinationACCEPTANCE: Destination</div>			<div>\$ ** NSP **</div> <div>Not Separately Priced</div>	<div>\$ ** NSP **</div>

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B.2 FUNDING FOR C.1 - C.6

B.2.1 The Government will provide funds under this Contract covering the estimated cost hereof on an incremental basis as provided for in the following funding schedule and pursuant to the Contract clause entitled "Limitation of Funds". It is estimated that the incremental amounts are sufficient for the performance of work in each of the cited periods. The Government may, at its discretion, allot such funds on an incremental basis within each fiscal year. The Contractor shall so plan and execute the work required by this Contract as to expend and/or commit funds compatible with the schedule set forth below. Whenever the Contractor has reason to believe that the funds allotted to this Contract for any cited period are either insufficient or excessive for the performance of work required in that cited period, the Government shall be so notified.

B.2.2 Funding Schedule:

<u>PERIOD</u>	<u>AMOUNT</u>
FY04	\$ 1,500,000.00
FY05	\$11,499,895.00
FY06	\$ 5,500,000.00

B.2.3 The amount of funds currently allotted to this contract is \$1,000,000.00 with a balance of \$18,499,895.00.

\*\*\* END OF NARRATIVE B 001 \*\*\*

B.1 ESTIMATED COST, FIXED FEE AND PAYMENT

B.1.1 The estimated cost to the Government for performance of work under the Contract is set forth in Section B. In consideration of performance of the work specified under CLIN 0001 the Government will pay the Contractor the Estimated Cost amount shown opposite the corresponding CLIN nimber. The amount shown shall constitute the estimated cost for the purpose of the Contract Clause entitled "Limitation of Funds", but neither the Government nor the Contractor guarantee the accuracy of said estimate.

B.1.2 The Contractor will be paid the fixed fee stated in Section B opposite each applicable CLIN for the performance of work under that CLIN and in accordance with the terms of the Contract Clause entitled "Fixed Fee", (Apr 1984), FAR 52.216-8. The fixed fee together with the reimbursement of cost shall constitute full and complete consideration for the Contractor's service in connection with the work required and performed under this Contract.

B.1.3 Allowable costs shall be determined and payment thereof, shall be provided in accordance with the Contract Clause hereof entitled "Allowable Cost and Payment", (Apr 1984). Contractor may submit public vouchers every two weeks for payment under this Contract. Payment of the fixed fee, subject to the limitations of the clause "Fixed Fee"(Apr 1984), FAR 52.216-8, shall be in amounts bearing the same relation to the total fixed fee as the accompanying cost voucher bears to the total estimated costs.

\*\*\* END OF NARRATIVE B 002 \*\*\*

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

STATEMENT OF WORK

C.1 Phase I - Upgraded and Finalized the prototype Full Spectrum Active Protection Close in Layered Shield (FCLAS) system and increased testing.

C.1.1 The contractor shall further develop, downsize and flight harden the prototype FCLAS system, initially developed under contract DAAE07-99-C-L062, for hemispherical protection of combat vehicles and fixed placements against advanced handheld HEAT (High Explosive Anti-Tank) and small ATGMs (Anti Tank Guided Missiles). The goal of the downsizing efforts is to reduce the total length of the prototype FCLAS countermeasure projectile to a length of less than 9 inches. FCLAS countermeasure launch components shall be hardened to withstand multiple launches and continue to be operational. All FCLAS countermeasure projectile components shall be flight hardened to withstand launch accelerations and flight conditions and continue to function properly.

C.1.1.1 The contractor shall further investigate and develop optimal countermeasure and countermeasure launcher configurations for light vehicle platforms for countering advanced handheld HEAT (Rocket Propelled Grenades (RPGs) and LAWS (Light Anti Armor Weapons) and small ATGMs at very close-in ranges, three to five meters from the protected platform.

C.1.1.2 The contractor shall further develop, down-size and flight harden the upgraded prototype FCLAS countermeasure (CM) delivery system hardware including its forward looking sensor system, Radio Frequency (RF) proximity sensor and countermeasure control electronics.

C.1.1.3 The contractor shall further develop, down-size and flight harden the upgraded prototype FCLAS countermeasure safe and arm system. This system shall be designed to have at least two independent mechanical indicators that the FCLAS-CM delivery package is properly launched and that the designed flight conditions have been meet, before allowing the FCLAS-CM to be armed and ready to respond to the approaching threat projectile.

C.1.1.4 The contractor shall conduct static and dynamic tests of the upgraded prototype FCLAS sensor and countermeasure components against advanced handheld HEAT and small ATGM class or simulated projectiles. In static component tests, the component being evaluated is mounted in a static position while the threat projectile is fired to fly-by at selected off-set distances. The objective here is to determine if the component responds to or affects the threat as designed. In dynamic tests the component being evaluated is packaged into the FCLAS-CM delivery unit and is launched in the direction of the on coming threat projectile. The objective here is to test and confirm the component performs as designed after being launched, while in flight conditions and is ready to perform its designed function in integrated testing of the upgraded prototype FCLAS system. In these tests the "off-set distances" shall be from 1 to 3 meters to the side of the threats flight line.

C.1.1.5 The contractor shall install the upgraded and finalized prototype FCLAS launch and control hardware onto a towed mobile platform (provided as GFE) and fixed placement settings for system level testing.

C.1.1.6 After completion of C.1.1.5, the contractor shall conduct fixed location and On the Move test/demos of the upgraded prototype FCLAS system against advanced handheld HEAT and small ATGM class or simulated projectiles. For the "on the move" tests the mounted FCLAS system shall be moving at least five miles per hour. The contractor shall fully document all of the system level upgraded prototype FCLAS test and demonstrations. The field testing setup shall include the use of super-high speed VHS video cameras, yaw cards, high-speed and high-frame rate cameras and impact plates. The field tests will include, as needed, use of flash X-ray and other high-speed imaging technology, such as high-speed (up to 4000 fps) cameras or super-high speed VHS video cameras sufficient to completely analyze and document the results of each test. After each test the damage to both the target plates and flying projectiles will be assessed and documented. Data shall be submitted in accordance with Exhibit A, Contract Data Requirements List (DD Form 1423-1), Data Items A001 and A002.

C.2 Phase II - Increased Range Sensors for expanded capabilities Full Spectrum Active Protection Close in Layered Shield (FCLAS) system.

C.2.1 Based on the results of Phase I, the contractor shall investigate optimal expanded capabilities for the FCLAS countermeasure and system designs using increased range forward looking sensors to detect additional classes of threats at sufficient distances, at least 75 meters away, to allow time to counter with the FCLAS countermeasure. The contractor shall develop and test an expanded capabilities FCLAS system design with improved range forward looking sensors and countermeasures. The objective is to increase the ability to detect and track threats quicker at further distances, thus allowing for more lead time to activate the FCLAS countermeasure response.

C.2.1.1 The contractor shall further develop and implement increased FCLAS system sensor range effectiveness designs to expand the FCLAS system capabilities to defeat Dual-Purpose Improved Conventional Munitions (DPICMs), man portable stingers and recoilless rifle HEAT class rounds. Information on these munitions will be provided as GFI to the contractor as they become available.

C.2.1.2 The contractor shall conduct static & dynamic component level testing of expanded FCLAS sensor and countermeasure modification capabilities to counter DPICMs, man portable stingers and recoilless rife HEAT class/types of threat projectiles. These munitions will be GFE to the contractor. In static component tests, the component being evaluated shall be mounted in a static position while the

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threat projectile is fired to fly-by at selected off-set distances. The objective is to determine if the component responds to or affects the threat as designed. In dynamic tests the component being evaluated shall be packaged into the FCLAS-CM delivery unit and launched in the direction of the on coming threat projectile. The objective is to test and confirm that the component performs as designed after being launched while in flight conditions and is ready to perform its designed function during integrated testing of the expanded capabilities FCLAS system. In these tests, the "off-set distances" shall be from 1 to 3 meters to the side off the threats flight line.

C.2.1.3 The contractor shall install the expanded capabilities FCLAS system hardware onto a towed mobile platform (provided as GFE) and on fixed placement settings for testing.

C.2.1.4 After completion of C.2.2.3, the contractor shall conduct fixed location and On the move dynamic test/demos of the expanded capabilities FCLAS system, against real or simulated DPICMs, smart mines, man portable stingers and recoilless rifle HEAT rounds sufficient to document the ability of the expanded capabilities to defeat the identified threats. For the "on the move" tests the mounted FCLAS system shall be moving at least five miles per hour. The contractor shall fully document the expanded FCLAS dynamic test/demo. The testing setup shall include the use of super-high speed VHS video cameras, yaw cards, high-speed and high-frame rate cameras and impact plates. The tests will include, as needed, use of flash X-ray and other high-speed imaging technology, such as high-speed (up to 4000 fps) cameras or super-high speed VHS video cameras sufficient to analyze and completely document the results of each test. After each test the damage to both the target plates and flying projectiles will be assessed and documented. Data shall be submitted in accordance with Exhibit A, Contract Data Requirements List (DD Form 1423-1), Data Items A001 and A002.

C.3 Phase III- Extended range countermeasure Full Spectrum Active Protection Close in Layered Shield (FCLAS) system.

C.3.1 Based upon result of Phase II, the contractor shall develop and test an extended range countermeasure delivery FCLAS system. An extended range FCLAS CM delivery unit will allow the extended range FCLAS system to protect rotary wing air craft platforms as well as ground vehicles.

C.3.1.1 The contractor shall further develop and implement an improved FCLAS countermeasure delivery system. The objective is to allow the FCLAS countermeasures effects to function at further ranges, eight to ten meters out, to provide protection for rotary wing air craft platforms from RPGs and man portable surface to air missiles.

C.3.1.2 The contractor shall conduct component level testing of the extended range FCLAS countermeasure modifications to counter RPGs and man portable surface to air missiles at extended ranges. In static component tests, the component being evaluated is mounted in a static position while the threat projectile is fired to fly-by at selected off-set distances. The objective here is to determine if the component responds to or affects the threat as designed. In dynamic tests the component being evaluated is packaged into the FCLAS-CM delivery unit and is launched in the direction of the on coming threat projectile. The objective here is to test and confirm that the component performs as designed after being launched, while in flight conditions and that it is ready to perform its designed function and support integrated testing of the upgraded prototype FCLAS system. In these tests the "off-set distances" shall be from 1 to 3 meters to the side of the threats flight line and the FCLAS countermeasure will deliver its effects eight to ten meters out in front of the protected platform.

C.3.1.3 The contractor shall install the extended range FCLAS system hardware onto a towed mobile platform (provided as GFE) or a simulated rotary wing air craft platform for testing.

C.3.1.4 After completion of C.3.1.3, the contractor shall conduct fixed location and On the move dynamic test/demos of the extended range FCLAS system against real or inert RPGs and man portable surface to air missiles. For the "on the move" tests the mounted FCLAS system shall be moving at least five miles per hour. The contractor shall fully document the extended range FCLAS dynamic test/demo at EMRTC. The field testing setup shall include the use of super-high speed VHS video cameras, yaw cards, high-speed and high-frame rate cameras and impact plates. The field tests will include, as needed, use of flash X-ray and other high-speed imaging technology, such as high-speed (up to 4000 fps) cameras or super-high speed VHS video cameras sufficient to completely analyze and document the results of each test. After each test the damage to both the target plates and flying projectiles will be assessed and documented. Data shall be submitted in accordance with Exhibit A, Contract Data Requirements List (DD Form 1423-1), Data Items A001 and A002.

C.4 Limited Production and Support of Government Testing of FCLAS

C.4.1 The contractor shall devise and develop plans to fabricate and produce the downsized hardened optimal FCLAS countermeasures and the optimal FCLAS systems, as they are tested and proven at the end of each of the three phases of this effort. After COTR approval, the contractor shall implement limited production, at least 20 copies for each of the three FCLAS variant projectile units (60 FCLAS projectiles in total). The contractor shall provide technical support for Government field testing at EMRTC and evaluations of at least four copies of each of the three limited production FCLAS variant projectile units. Each FCLAS variant group shall be tested during a two week period at EMRTC. The contractor shall support these tests with at least two FCLAS technical area experts and sufficient technical equipment to maintain the different parts of the FCLAS variant system hardware, in each of the following areas; a.) FCLAS system sensors and electronics, b.) FCLAS system launcher and c.) FCLAS system countermeasure and countermeasure delivery unit. Government conducted tests will document the quality and capability of the three FCLAS variant production units developed under Phase I, II and III. A minimum of four upgraded prototype FCLAS variant projectiles (from Phase I) will be tested against advanced handheld

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HEAT and small ATGM class or simulated projectiles. A minimum of four expanded capabilities FCLAS variant projectiles (from Phase II) will be tested against real or simulated DPICMs, man portable stingers and recoilless rifle HEAT rounds. A minimum of four extended range FCLAS variant projectiles (from Phase III) will be tested against real or inert RPGs and man portable surface to air missiles. A minimum of twelve FCLAS variant projectiles will be tested in all.

C.4.2 The contractor shall assemble and provide 3 inert prototype FCLAS projectile, 3 inert expanded FCLAS projectile, and 3 inert extended range FCLAS projectile static display prototypes or mockups, with 120-degree cutouts, of the FCLAS CM hardware. Data shall be submitted in accordance with Exhibit A, Contract Data Requirements List (DD Form 1423-1), Data Items A001, A002 and A003.

C.5 The contractor shall develop and deliver, as part of the final technical report, a prototype FCLAS, a expanded FCLAS and a draft extended FCLAS concept system specifications that outlines the different variant FCLAS concept designs and integration of the FCLAS system components. Data shall be submitted in accordance with Exhibit A, Contract Data Requirements List (DD Form 1423-1), Data Items A001, A002 and A003.

C.6 DATA REQUIREMENTS: Current reporting requirements, as established with the existing Contract Data Requirements List (DD Form 1423) shall be continued and extended to cover the supplemental effort. The required progress reports will document all test activities performed within the time period covered. The required final report package shall document and summarize all testing tasks. In addition, the contractor shall prepare quarterly cost and performance reports as set forth in CDRL A003 of the DD Form 1423.

\*\*\* END OF NARRATIVE C 001 \*\*\*



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SECTION D - PACKAGING AND MARKING

PACKAGING AND MARKING

D.1 Packaging and Packing

All items deliverable under this contract shall be packaged and packed in accordance with standard commercial practice in order to assure arrival at Destination without damage or loss.

D.2 Marking

All technical data deliverable under this contract shall be identified by the prime contractor, the name and address of the prime contractor, and where applicable, the name and address of the subcontractor who generated the data.

\*\*\* END OF NARRATIVE D 001 \*\*\*

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SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-8	INSPECTION OF RESEARCH AND DEVELOPMENT -- COST-REIMBURSEMENT	MAY/2001

Name of Offeror or Contractor: CHANG INDUSTRY, INC.

SECTION F - DELIVERIES OR PERFORMANCE

	Regulatory Cite	Title	Date
F-1	52.242-15	STOP WORK ORDER--(ALTERNATE I dated APR 1984)	AUG/1989
F-2	52.247-34	F.O.B. DESTINATION	NOV/1991
F-3	52.227-4002 (TACOM)	DATA (SOFTWARE)	APR/1985

All data deliverable under this contract shall be delivered in accordance with the quantities and schedules as specified on the Contract Data Requirements List (CDRL) DD Form 1423, and shall be delivered F.O.B. Destination to the following address:

Commander  
US Army Tank-automotive and Armaments Command  
ATTN: (See DD Form 1423, Block 14)  
Warren, MI 48397-5000

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DELIVERIES OR PERFORMANCE

- F.1Delivery
- F.1.1

Delivery of Data set forth in the Contract shall be in accordance with the Contract Data Requirements List, DD Form 1423.
- F.1.2

The sixty (60) FCLAS systems called out in C.4 of the scope, shall be delivered to the Government at EMRTC, Socorro, NM 87801-4796. For any undestroyed items requirements, further transportation instructions will be provided.
- F.2Inspection and Acceptance
- Inspection and Acceptance of the 60 FCLAS systems will be at EMRTC, Socorro, NM 87801-4796.
- F.3Performance
- F.3.1

The period of performance shall be through 30 Nov 07.

\*\*\* END OF NARRATIVE F 001 \*\*\*

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SECTION G - CONTRACT ADMINISTRATION DATA

LINE <u>ITEM</u>	PRON/ AMS CD/ <u>MIPR</u>	OBLG <u>ACRN</u> <u>STAT</u>	<u>ACCOUNTING CLASSIFICATION</u>	JOB ORDER <u>NUMBER</u>	ACCOUNTING <u>STATION</u>	OBLIGATED <u>AMOUNT</u>
000101	R342C212R3	AA 2	21 42040000046N6N7EP633005255Y S20113	42C212	W56HZV \$	1,000,000.00
	63300522111					
				TOTAL	\$	1,000,000.00

SERVICE <u>NAME</u>	<u>TOTAL BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>	<u>ACCOUNTING STATION</u>	<u>OBLIGATED AMOUNT</u>
Army	AA	21 42040000046N6N7EP633005255Y S20113	W56HZV	\$ 1,000,000.00
			TOTAL	\$ 1,000,000.00

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1	52.242-4016 (TACOM)	COMMUNICATIONS	MAY/2000

(a) Communications on technical matters pertaining to the contract shall be direct between the contractor and the Technical Representative. Communications for the Technical Representative shall be addressed to:

Name: Ken Lim  
e-mail: limk@tacom.army.mil

(b) Please see the appointment letter prepared at time of contract award for functions the Technical Representative.

[End of Clause]

G-2	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
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(a) Definition. Contracting Officer's Representative means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

[End of Clause]

G-3	52.204-7008 (TACOM)	MANDATORY USE OF GOVERNMENT TO GOVERNMENT ELECTRONIC COMMUNICATION	JUN/1999
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(a) All references in the contract to the submission of written documentation shall mean electronic submission. This includes Government to Government data not covered by the Government's Defense Contract Management Command ALERTS Program.

(b) See Section I, clause 52.204-7009, Mandatory Use of Contractor to Government Electronic Mail, for further guidance.

(c) Unless exempted by the Procuring Contracting Officer in writing, all written communication after contract award between Government agencies shall be transmitted electronically.

(End of clause)

G-4	52.227-4004 (TACOM)	RELEASE OF INFORMATION	OCT/2003
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The contractor shall ensure that he complies with the requirements of Chapter 5, page 22, paragraph 5-48, of AR 360-1, The Army Public Affairs Program, dated 15 Oct 2000, prior to contemplated release of any procurement information. Approval of the Contracting Officer

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is required prior to release of any such information. AR 360-1 may be found at [http://www.usapa.army.mil/pdffiles/r360\\_1.pdf](http://www.usapa.army.mil/pdffiles/r360_1.pdf) .

[End of clause]  
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G-5 52.232-4005 INVOICE INFORMATION REQUIREMENT JAN/1988  
(TACOM)

On each payment request submitted, the Contractor shall identify each affected Contract Line Item Number (CLIN), sub-CLIN, and/or work directive, together with the related dollar amounts. This requirement does not diminish or restrict any other requirement of this contract.

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G.1 SPECIAL PAYING INSTRUCTIONS: PAY OLDEST MONEY FIRST WITHIN EACH CLIN

G.1.1 This contract currently is funded (or later will be funded) by two or more separate funding documents, as shown in Section G of the contract by the presence of more than one long-line accounting classification and accounting classification reference number (ACRN) for the Contract Line Item Numbers (CLINs) in the contract schedule. The funding represents(or later will represent) appropriations made available for obligation in more than one fiscal year.

G.1.2 In order for disbursements under the contract to be paid appropriately, the following requirements apply to the paying office:

G.1.3 The PAYING OFFICE: The major effort on this contract is described under one or more four-digit CLINs. Each four-digit CLIN has at least one six-digit contract subline and ACRN. The contract is funded at the subline level. When the contractor submits an invoice (which will specify one or more four-digit CLINs against which payment is being requested), DFAS will make payment for each invoiced CLIN using the oldest money available under the six-digit subline(s) associated with the specified four-digit CLIN(s).

G.1.3.1 Example One:

The contractor submits an invoice in the total amount of \$150,000. The contractor further identifies \$100,000 is for effort performed under CLIN 0003, and \$50,000 is for effort performed under CLIN 0004. The contract also shows sublines 000301 with FY01 funds, 000302 with FY00 funds, 000401 with FY01 funds and 000402 with FY02 funds. Payment will be made as follows:

For the \$100,000 effort under CLIN 0003, make disbursement from 000302 until fully disbursed then begin disbursing from 000301.

For the \$50,000 effort under CLIN 0004, make disbursement from 000401 until fully disbursed then begin disbursing from 000402.

G.1.3.1 Example Two:

The contractor submits an invoice in the total amount of \$200,000. The contractor further identifies \$50,000 is for effort performed under CLIN 0003, and \$150,000 is for effort performed under CLIN 0004. The contract also shows sublines 000301 and 000302, which are both funded with FY00 funds, 000401 with FY01 funds and 000402 with FY02 funds. Payment will be made as follows:

For the \$50,000 effort under CLIN 0003, make disbursement equally from both CLIN 000301 and 000302 since they are the same year money.

For the \$150,000 effort under CLIN 0004, make disbursement from CLIN 000401 until fully disbursed then begin disbursing from CLIN 000402 EVEN IF THERE IS STILL OLDER MONEY REMAINING ON CLIN 000301.

G.2 SPECIAL BILLING INSTRUCTIONS: BILL TO THE SIX DIGIT SubCLIN LEVEL

G.2.1 The CONTRACTOR shall bill costs against the six digit SubCLIN and related ACRN (Example: AA, AB or AC) as shown in Section G of this award. This six digit SubCLIN and related ACRN shall be identified on each invoice or payment voucher submitted against this contract for payment and shall correspond with the effort performed.

\*\*\* END OF NARRATIVE G 001 \*\*\*

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

	Regulatory Cite	Title	Date
H-1	252.203-7000	STATUTORY PROHIBITIONS ON COMPENSATION TO FORMER DEPARTMENT OF DEFENSE EMPLOYEES	NOV/1995
H-2	252.203-7003	PROHIBITION AGAINST RETALIATORY PERSONNEL ACTIONS	APR/1992
H-3	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
H-4	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
H-5	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-6	252.223-7002	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES	MAY/1994
H-7	252.223-7003	CHANGE IN PLACE OF PERFORMANCE - AMMUNITION AND EXPLOSIVES	DEC/1991
H-8	252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/1993
H-9	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	APR/2003
H-10	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
H-11	252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
H-12	252.225-7009	DUTY-FREE-ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
H-13	252.225-7013	DUTY-FREE ENTRY	JAN/2004
H-14	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
H-15	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
H-16	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-17	252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT	SEP/1999
H-18	252.242-7001	CERTIFICATION OF INDIRECT COSTS	DEC/1991
H-19	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-20	252.246-7001	WARRANTY OF DATA	DEC/1991
H-21	252.249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION	DEC/1996
H-22	252.217-7026	IDENTIFICATION OF SOURCES OF SUPPLY	NOV/1995

(a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires.

(b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE

Line	National	Commercial	Source of Supply		Actual
Items	Stock	Item	Company	Address	Mfg?
(1)	Number	(Y or N)	Company	Address	Part No.
(1)	(2)	(3)	(4)	(4)	(5)
					(6)

(1) List each item of supply and item of technical data.

(2) If there is no national stock number, list "none."

(3) Use Y if the item is a commercial item; otherwise use N. If Y is listed, the Offeror need not complete the remaining columns in the table.

(4) For items of supply, list all sources. For technical data, list the source.

(5) For items of supply, list each source's part number for the item.

(6) Use Y if the source or supply is the actual manufacturer; N if it is not; and U if unknown.

[End of Clause]

H-23 252.225-7003 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES APR/2003

(a) The offeror shall submit a Report of Contract Performance Outside the United States, with its offer, if-

(1) The offer exceeds \$10 million in value; and

(2) The offeror is aware that the offeror or a first-tier subcontractor intends to perform any part of the contract outside the United States and Canada that-

(i) Exceeds \$500,000 in value; and

(ii) Could be performed inside the United States or Canada.

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- (b) Information to be reported includes that for-
    - (1) Subcontracts;
    - (2) Purchases; and
    - (3) Intracompany transfers when transfers originate in a foreign location.
  - (c) The offeror shall submit the report using-
    - (1) DD Form 2139, Report of Contract Performance Outside the United States; or
    - (2) A computer-generated report that contains all information required by DD Form 2139.
  - (d) The offeror may obtain a copy of DD Form 2139 from the Contracting Officer.
- (End of provision)

H-24                      252.227-7039                      PATENTS -- REPORTING OF SUBJECT INVENTIONS                      APR/1990  
The Contractor shall furnish the Contracting Officer the following:

- (a) Interim reports every twelve (12) months (or such longer period as may be specified by the Contracting Officer) from the date of the contract, listing subject inventions during that period and stating that all subject inventions have been disclosed or that there are no such inventions.
  - (b) A final report, within three (3) months after completion of the contracted work, listing all subject inventions or stating that there were no such inventions.
  - (c) Upon request, the filing date, serial number and title, a copy of the patent application and patent number, and issue data for any subject invention for which the Contractor has retained title.
  - (d) Upon request, the Contractor shall furnish the Government an irrevocable power to inspect and make copies of the patent application file.
- (End of clause)

H-25                      252.231-7001                      PENALTIES FOR UNALLOWABLE COSTS (MAY 1994)                      MAY/1994  
(a) Definition.

Proposal means either--

- (1) A final indirect cost rate proposal submitted by the Contractor after the expiration of its fiscal year which--
    - (i) Relates to any payment made on the basis of billing rates; or
    - (ii) Will be used in negotiating the final contract price; or
  - (2) The final statement of costs incurred and estimated to be incurred, under the INCENTIVE PRICE REVISION clause (if applicable), which is used to establish the final contract price.
- (b) Contractors which include unallowable indirect costs in a proposal may be subject to penalties. The penalties are prescribed in 10 U.S.C. 2324 as amended by section 818 of Pub. L. 102-484, which is implemented in subpart 231.70 of the Defense Federal Acquisition Regulation Supplement (DFARS).
- (c) The Contractor shall not include in any proposal any cost which is unallowable, as defined in part 31 of the Federal Acquisition Regulation (FAR).
- (d) If the Contracting Officer determines that a cost submitted by the Contractor in its proposal is expressly unallowable under a FAR or DFARS cost principle that defines the allowability of specific selected costs, the Contractor shall be assessed a penalty equal to--
- (1) The amount of the disallowed cost allocated to this contract; plus
  - (2) Simple interest, to be computed--
    - (i) On the amount the Contractor was paid (whether as a progress or billing payment) in excess of the amount to which the Contractor was entitled, and
- Using the applicable rate effective for each six month interval prescribed by the Secretary of the Treasury pursuant to Pub. L. 92-41 (85 Stat. 97).

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(e) If the Contracting Officer determines that a cost submitted by the Contractor in its proposal includes a cost previously determined to be unallowable for that Contractor, then the Contractor will be assessed a penalty in an amount equal to two times the amount of the disallowed cost allocated to this contract.

(f) Determinations under(d) and (e) of this clause are final decisions within the meaning of the Contract Disputes Act of 1978 (41 U.S.C. 604, et seq).

(g) Pursuant to the criteria in DFARS 231.7002-5, the Contracting Officer may waive the penalties in (d) or (e) of this clause.

(h) Contractor submission of unallowable costs is also subject to the provisions of 18 U.S.C. 287 and 31 U.S.C. 3729.

(i) Payment by the Contractor of any penalty assessed under this clause does not constitute repayment to the Government of any unallowable cost which has been paid by the Government to the Contractor.

(End of clause)

H-26 AFARS 5152.217- CONTRACTOR DEPLOYMENT ON MILITARY OPERATIONS MAY/2002  
7031

(a) Definitions.

As used in this Clause

- (1) Theater Support Contractors. Provides support to deployed operational forces pursuant to contracts arranged within the mission area of responsibility, or prearranged contracts through Host Nation (HN) and/or regional businesses and vendors. Contracting personnel deployed with the deployed force, working under the contracting authority of the theater or Joint Task Force (JTF) contracting chief, normally award and administers these contracts. Theater support contractors provide goods, services, and minor construction, usually from the local vendor base.
- (2) External Support Contractors. Provides support for deployed operational forces working pursuant to contracts awarded under the command and procurement authority of supporting headquarters outside the theater. These may be US or third country businesses and vendors. These contracts are usually prearranged, but may be contracts awarded or modified during the mission based on the commanders' needs. Examples include the Army's Logistics Civil Augmentation Program (LOGCAP), the Air Force Civil Augmentation Program (AFCAP), the Navy's Construction Capability (CONCAP), United States Transportation Command (USTRANSCOM) provision of Civil Reserve Air Fleet (CRAF), and war reserve materiel (WRM) contracts.
- (3) System Contractors. Logistical support deployed with operational forces under prearranged contracts awarded by Service program managers or by Military Service component logistics commands. They support specific systems throughout their system's life cycle (including spare parts and maintenance), during peacetime, conflict, and war.
- (4) Military Operations. The full spectrum of armed conflict and military operations other than war (MOOTW), both domestic and overseas, as directed by appropriate authority.

(b) General.

- (1) This general guidance addresses the deployment of systems contractor personnel, , and AMC external support contractor personnel, into a theater of operations in support of a contingency or exercise.
- (2) The general guidance provided by this provision is not all-inclusive nor are all items required for all situations. Each contingency will evolve differently depending upon the theater commanders guidance impact on the deployment. The Contracting Officer may tailor these provisions as appropriate for individual contracts or task orders. The provisions of this clause shall apply unless tailored by the Contracting Officer. The contractor is obligated to request any specific information needed at the time of deployment from the contracting officer.

(c) Management.

- (1) When the performance of the contract requires the contractor to deploy personnel in support of a contingency, the contractor shall ensure that all personnel hired by or for the contractor (including subcontractors) will comply with all guidance, instructions, and general orders applicable to U.S. Armed Forces and DOD civilians as issued by the Theater Commander or his/her representative. This will include any and all guidance and instructions issued based upon the need to ensure mission accomplishment, force protection, and safety, unless directed otherwise in the contract document.
- (2) The contractor shall comply, and shall ensure that all deployed prime contract employees, subcontractor employees, invitees and agents comply with pertinent Service and Department of Defense directives, policies, and procedures, as well as federal statutes, judicial interpretations and international agreements (e.g., Status of Forces Agreements, Host Nation Support Agreements, etc.) applicable to U.S. Armed Forces or U.S. citizens in the area of operations. Host Nation laws and existing Status of Forces Agreements may take precedence over contract requirements. The contracting officer will resolve disputes. The contractor shall provide the contracting officer copies, if requested, of any documents relating to the dispute.
- (3) The contractor shall at all times be responsible for the conduct of its employees and those of its subcontractors and invitees.
- (4) The Contractor shall promptly resolve, to the satisfaction of the contracting officer, all contractor employee performance and conduct problems identified by the cognizant contracting officer or his/her designated representative.
- (5) The contracting officer may direct the contractor, at the contractor's expense, to remove or replace any contractor employee failing to adhere to instructions and general orders issued by the Theater Commander or his/her designated representative.

(d) Logistics Support Element. The contractor and contractor employees shall report into the Army Materiel Command Logistics Support Element (AMC LSE) and provide necessary information to the AMC LSE on the contractor's deployment and activities in the area of



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operation (AOR) to facilitate the AMC LSE logistics integration function. Initial contact and coordination with the AMC LSE shall be conducted prior to deployment into the theater. Similar coordination and reporting to the AMC LSE shall occur prior to exiting the area of operation. Any additional coordination requirements with the AMC LSE shall be as defined by the Contracting Officer or Contracting Officer Representative (COR).

(e) Risk Assessment and Mitigation.

(1) The contractor will brief its employees regarding the potential danger, stress, physical hardships and field living conditions.

(2) The contractor will require all its employees to acknowledge in writing that they understand the danger, stress, physical hardships and field living conditions that are possible if the employee deploys in support of military operations.

(3) The contractor will ensure that all deployable employees are medically and physically fit to endure the rigors of deployment in support of a military operation. If an employee is unable to perform, the contractor must replace the employee.

(4) If a contractor employee departs an area of operations without permission, the contractor will ensure continued performance in accordance with the terms and conditions of the contract. If the contractor replaces an employee who departs without permission, the replacement is at contractor expense and must be complete within 72 hours, unless otherwise directed by the contracting officer.

(5) The contractor will designate and provide contact information for a point of contact and back up for all its plans and operations and, if necessary, establish an operations center to plan and control the contractor deployment process and resolve operations issues with the deployed force.

(6) As required by the operational situation, the government may at its discretion relocate contractor personnel (who are citizens of the United States, aliens in resident in the United States or third country nationals, not resident in the host nation) to a safe area or evacuate them from the area of operations. The U.S. State Department has responsibility for evacuation of non-essential personnel.

(f) Force Protection. While performing duties in accordance with (IAW) the terms and conditions of the contract, the Service Theater Commander will provide force protection to contractor employees commensurate with that given to Service/Agency (e.g. Army, Navy, Air Force, Marine Corps, DLA) civilians in the operations area unless otherwise stated in the contract.

(g) Central Processing and Departure Point.

(1) For any contractor employee determined by the government at the deployment-processing site to be non-deployable for debilitating health problems or failure to have a security clearance when one is required, the contractor shall promptly remedy the problem. If the problem cannot be remedied in time for deployment, a replacement having equivalent qualifications and skills shall be provided in time for scheduled deployment.

(2) The contractor shall ensure that all deploying employees receive all required mission training and successfully complete the training.

(3) The government, when applicable, will provide the contractor employees with Chemical, Biological, Nuclear, Radiological and High Yield Explosive (CBRNE) equipment. CBRNE familiarization training commensurate with the training provided to Department of Defense civilian employees.

(4) The contractor, when permitted by the Government, will have the flexibility to deploy its own employees. If authorization to deploy its own employees is provided, the contractor is responsible to ensure all deployment requirements are met, and shall ensure they have coordinated all deployment requirements with the Contracting Officer and the appropriate AMC LSE.

(h) Standard Identification Cards.

(1) The contracting officer or designee shall identify to the contractor all identification cards and tags required for deployment.

(2) The contracting officer or designee shall issue or shall inform the contractor where the identification cards and tags are to be issued.

(3) The contracting officer or designee shall coordinate for issuance of required identification cards and tags for all contractor employees not processing through a CONUS Replacement Center.

(4) The contractor shall ensure that all deploying individuals have the required identification tags and cards prior to deployment.

(5) Upon redeployment, the contractor will ensure that all issued controlled identification cards and tags are returned to the government.

(6) Upon arrival in theater contractor personnel may be required to obtain additional locally required identification cards. The government representative who has cognizance for these contractor personnel in theater will assist in the coordination of the issuance of these identification cards to contractor personnel.

(i) Medical.

(1) The contracting officer shall provide the contractor with all physical and medical requirements and standards necessary for deployment.

(2) The contractor shall be responsible for providing employees who meet the physical standards and medical requirements for job performance in the designated theater of operations.

(3) The government may require medical screening at the CONUS Replacement Center for Food and Drug Administration approved immunizations, which may include DNA sampling.

(4) For any deployed contractor employee determined by the government to be medically unfit, the contractor shall promptly remedy the problem. If the problem cannot be remedied, a replacement having equivalent qualifications and skills shall be provided as determined by the contracting officer.

(5) The government at its discretion may provide to contractor employees deployed in the theater of operations, on a cost reimbursable basis, emergency medical and dental care commensurate with the care provided to Department of Defense civilians deployed in the theater of operations. This is subject to the availability of such medical and dental care. The providing of such care does not include local nationals under normal circumstances.

(6) Deploying civilian contractor personnel shall carry with them a minimum of a 90-day supply of any medication they require.

(j) Clothing and Equipment Issue.

(1) Contractor personnel accompanying the force are not authorized to wear military clothing, except for specific items required for safety and security. An individuals status as a contractor employee shall be conspicuously displayed on their clothing unless prohibited

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for operational reasons.

(2) If required, the government at its discretion may provide to the contractor all required military unique Organizational Clothing and Individual Equipment (OCIE). (Types of OCIE may include Nuclear, Biological, Chemical, Radiological, and High yield Explosive Equipment).

(3) Upon receipt of OCIE, the contractor shall assume responsibility and accountability for these items.

(4) The contractor or contractor employee shall sign for all issued OCIE, thus acknowledging receipt and acceptance of responsibility for the proper maintenance and accountability of issued organizational clothing and individual equipment.

(5) The contractor shall ensure that all OCIE are returned to the government, along with all pertinent documentation demonstrating the return of issued OCIE to government control.

(6) The contracting officer will require the contractor to reimburse the government for OCIE lost or damaged due to contractor negligence.

(k) Weapons and Training.

(1) Whether contractor personnel will be permitted to carry a government furnished weapon for self-defense purposes in the Area of Operations (AO) is at the discretion of the Theater Commander. However, Contractor personnel will not possess personally owned firearms in the AO. The government may at its discretion issue weapons and ammunition for self-defense to the contractor employees. Acceptance of weapons by contractor employees is at the discretion of the contractor and the contractor employees. If accepted the contractor will maintain a listing of employees possessing a government firearm and provide notification to the Contracting Officer. When accepted, the contractor employee is responsible for using the weapon in accordance with the rules of engagement issued by the Theater Commander. The contractor employee is legally liable for any use that is not in accordance with host nation law, international law, and the rules of engagement. Also, when accepted, only military issued ammunition may be used in the weapons.

(2) Prior to issuing any weapons to contractor employees, the government will provide the contractor employees with weapons familiarization training commensurate to training provided to Department of Defense civilian employees. The contractor shall not issue weapons to employees who have not had proper training.

(3) The contractor shall ensure that its employees adhere to all guidance and orders issued by the Theater Commander or his/her representative regarding possession, use, safety, and accountability of weapons and ammunition, and shall comply with all related DOD regulations.

(4) Upon redeployment or notification by the government, the contractor shall ensure that all government issued weapons and ammunition are returned to government control.

(5) Contractors will screen employees, and subcontractors, to ensure that employees may be issued a weapon in accordance with U.S. and applicable host nation laws. Evidence of screening will be presented to the contracting officer.

(1) Vehicle and Equipment Operation.

(1) The contractor shall ensure that deployed employees possess the required civilian licenses to operate the equipment necessary to perform the contract in the theater of operations in accordance with the statement of work.

(2) Before operating any military owned or leased equipment, the contractor employee shall provide proof of license (issued by an appropriate governmental authority) to the unit or agency issuing the equipment.

(3) The government, at its discretion, may train and license contractor employees to operate military owned or leased equipment.

(4) All contractor owned motor vehicles shall meet required vehicle requirements within the AOR and be maintained in a safe operating condition and good appearance. All contractor owned motor vehicles used for transporting Government property shall be properly equipped and designed to ensure protection of the property. All contractor owned motor vehicles may, at the PCO direction, be required to conspicuously display the contractor's logo and/or name on both sides of the vehicle.

(m) Passports, Visas and Customs.

(1) The contractor is responsible for obtaining all passports, visas, or other documents necessary for contractor employees to enter and/or exit any area(s).

(2) Depending on the Status of Forces Agreement (SOFA) or other international agreements, all contractor employees may be subject to the customs, processing procedures, laws, agreements and duties of the country in which they are deploying to and the procedures, laws, and duties of the United States upon re-entry. Contractor shall verify and comply with all requirements.

(3) Contractors are required to register all personnel with the appropriate U.S. Embassy or Consulate.

(n) Reception, Staging, Onward Movement and Integration.

(1) Upon arrival in the area of operations, contractor employees will receive Reception, Staging, Onward movement and Integration, as directed by the contracting officer or his/her designated representative, the AMC-Forward, or Theater Commander.

(2) The contractor should be prepared to move material and equipment using U.S. government transportation and comply with applicable transportation regulations, such as MILSTAMP for safety, packaging, and tie-down.

(o) Living under Field Conditions. The government at its discretion may provide to contractor employees deployed in the theater of operations the equivalent field living conditions, subsistence, emergency medical and dental care, sanitary facilities, mail delivery, laundry service, and other available support afforded to government employees and military personnel in the theater of operations, unless otherwise specified in the contract.

(p) Morale, Welfare, Recreation. The government will, when approved by the installation or Theater Commander and consistent with the authorization, terms and conditions specified elsewhere in the contract, provide to contractor employees deployed in the theater of operations; morale, welfare, and recreation services commensurate with that provided to Department of Defense civilians and military personnel deployed in the theater of operations. Some of these services may be limited to U.S. personnel only.

(q) Status of Forces Agreement and other Laws.

(1) Notwithstanding any provisions to the contrary, the contractor shall adhere to all relevant provisions of the applicable Status of Forces Agreements (SOFA) and other similarly related agreements, and all applicable laws.

(2) The contractor is responsible for documenting technical expert status (for Germany) as required. The contractor shall coordinate with the German Labor Office prior to deployment to or traversing Germany.

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(3) The contractor is responsible for providing the government with the required documentation to acquire invited contractor or technical expert status, if required by SOFA.

(r) Pay. In the event the contractor must pay additional compensation above that contemplated under the contract, to retain or obtain personnel to perform in a theater of operations during a declared contingency, the contractor must obtain prior approval from the Procuring Contracting Officer (PCO) before incurring any additional compensation costs. The contractor shall furnish proper data to the PCO to substantiate any adjustment to the contract.

(s) Tour of Duty/ Hours of Work.

(1) The contracting officer shall provide the contractor with the anticipated duration of the deployment.

(2) The contractor may rotate contractor employees into and out of the theater provided there is no degradation in mission results. For employees who have deployed less than 179 days, the contractor may rotate personnel at his own expense, for employees who have deployed greater than 179 days may be rotated as an allowable cost under the contract. The contractor will coordinate personnel changes with the contracting officer.

(3) The contracting officer shall provide the contractor with anticipated work schedule.

(4) The contractor shall comply with all duty hours and tours of duty identified by the contracting officer or his/her designated representative.

(5) The contracting officer, or his/her designated representative, may modify the work schedule to ensure the government's ability to continue to execute its mission.

(t) On-Call Duty or Extended Hours.

(1) The contractor shall be available to work extended hours to perform mission essential tasks as directed by the contracting officer.

(2) The contractor shall be available to work "on-call" to perform mission essential tasks as directed by the contracting officer.

(3) The contracting officer, or his/her designated representative, will identify the parameters of "on-call" duty.

(4) If appropriate, the contracting officer may negotiate an equitable adjustment to the contract.

(u) Workman's Compensation, Health and Life Insurance. The contractor shall ensure that workers compensation insurance under the Defense Base Act is consistent with FAR clauses 52.228-3 and 52.228-4. The contractor shall ensure that health and life insurance benefits provided to its deploying employees are in effect in the theater of operations.

(v) Next of Kin Notification. Before deployment, the contractor shall ensure that each contractor employee completes a DD Form 93, Record of Emergency Data Card, and returns the completed form to the designated government official.

(w) Return Procedures.

(1) Upon notification to the contractor of redeployment, the contracting officer at his/her discretion may authorize contractor employee travel from the theater of operations to the designated CONUS Replacement Center (CRC) or individual redeployment site.

(2) The contractor shall ensure that all government-issued clothing and equipment provided to the contractor or the contractor's employees are returned to government control upon completion of the deployment.

(3) The contractor shall provide the contracting officer with documentation, annotated by the receiving government official, of all clothing and equipment returns.

(x) Purchasing Resources. When the Theater Commander establishes a Commander-in-Chief Logistics Procurement Support Board (CLPSB), Joint Acquisition Review Board, or similar purchase review committee, the contractor will be required to coordinate purchases of items or labor designated as limited in the Theater of Operations. The Contractor shall not purchase any local procured item until the contractors have reviewed the Contracting Support Plan (CSP) issued by the Theater PARC for items that are restricted by the Theater Commander for mission success.

(y) Special Legal. Public Law 106-523. Military Extraterritorial Jurisdiction Act of 2000: Amended Title 18, US Code, to establish Federal Jurisdiction over certain criminal offenses committed outside the United States by persons employed by or accompanying the Armed Forces, or by members of the Armed Forces who are released or separated from active duty prior to being identified and prosecuted for the commission of such offenses, and for other purposes applies to contractor employees deployed OCONUS.

(z) Security and Background Checks. The Contractor shall ensure all applicable security and backgrounds are performed on all personnel (to include subcontractor personnel) in support of this contract.

(End of Clause)

H-27	TACOM	LAW GOVERNING CONTRACTS	JAN/1984
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In any dispute arising out of this contract, the decision of which requires consideration of questions of law, the rights and obligations of the parties shall be interpreted and determined in accordance with the substantive laws of the United States of America.

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H-28	52.204-4005	REQUIRED USE OF ELECTRONIC CONTRACTING	JUN/2004
H-29	52.216-4008 (TACOM)	STATUS OF FUNDS ON COST REIMBURSEMENT CONTRACTS/CLINS	JUN/1989

The Contractor shall review the funding as it relates to work performed on the cost reimbursement Contract Line Item Numbers (CLINS) under this contract and shall provide to the Procuring Contracting Officer (PCO) a written determination of what, if any, funds are excess to requirements (leaving a reasonable amount for final overhead rate negotiations and other reasonably predicted requirements) and are available for deobligation. This review shall be coordinated with the Administrative Contracting Officer (ACO) and the written

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determination shall be accomplished within 120 days of completion of performance under the CLIN. The report shall be prepared in terms of dollars available per Purchase Request Order Number (PRON) unless requested otherwise by the PCO.

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H-30	52.246-4026	LOCAL ADDRESSES FOR DD FORM 250	JAN/2002
	(TACOM)		

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

- (1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address: DD250@tacom.army.mil
- (2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number: (586) 574-5527 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://webl.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]

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SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Clause]

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204-2	SECURITY REQUIREMENTS	AUG/1996
I-10	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-11	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-12	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-13	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-14	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-15	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-16	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-17	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-18	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-19	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	JAN/2004
I-20	52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT/1997
I-21	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT/1997
I-22	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-23	52.216-5	PRICE REDETERMINATION--PROSPECTIVE	OCT/1997
I-24	52.216-7	ALLOWABLE COST AND PAYMENT	DEC/2002
I-25	52.216-8	FIXED FEE	MAR/1997
I-26	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-27	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-28	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2004
I-29	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-30	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-31	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-32	52.222-28	EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS	APR/1984
I-33	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-34	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-35	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-36	52.223-2	CLEAN AIR AND WATER	APR/1984
I-37	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-38	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
I-39	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JAN/2004
I-40	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-41	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-42	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-43	52.227-10	FILING OF PATENT APPLICATIONS--CLASSIFIED SUBJECT MATTER	APR/1984
I-44	52.227-12	PATENT RIGHTS--RETENTION BY THE CONTRACTOR (LONG FORM)	JAN/1997
I-45	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-46	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT)	APR/2003
I-47	52.229-10	STATE OF NEW MEXICO GROSS RECEIPTS AND COMPENSATING TAX	APR/2003
I-48	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-49	52.232-17	INTEREST	JUN/1996

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I-50	52.232-22	LIMITATION OF FUNDS	APR/1984
I-51	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-52	52.232-23	ASSIGNMENT OF CLAIMS -- ALTERNATE I (APR 1984)	JAN/1986
I-53	52.232-25	PROMPT PAYMENT	OCT/2003
I-54	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-55	52.233-1	DISPUTES	JUL/2002
I-56	52.233-3	PROTEST AFTER AWARD -- (ALTERNATE I, dated JUN 1985)	AUG/1996
I-57	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-58	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-59	52.242-13	BANKRUPTCY	JUL/1995
I-60	52.243-2	CHANGES--COST-REIMBURSEMENT (ALTERNATE II, dtaed April 1984)	AUG/1987
I-61	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-62	52.244-2	SUBCONTRACTS (ALT I--AUG 1998)	AUG/1998
I-63	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-64	52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (Deviation, per DAR Tracking Number 99-00008, 13 July 99)	JUN/2003
I-65	52.245-19	GOVERNMENT PROPERTY FURNISHED AS-IS	APR/1984
I-66	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-67	52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB/1997
I-68	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-69	52.247-67	SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT	JUN/1997
I-70	52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP/1996
I-71	52.249-14	EXCUSABLE DELAYS	APR/1984
I-72	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-73		*** THIS REFERENCE (IA0812) IS NO LONGER VALID ***	
I-74	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	MAR/1999
I-75	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-76	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-77	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-78	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003
I-79	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-80	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-81	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2003
I-82	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)	APR/2003
I-83	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	MAY/2004
I-84	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	APR/2003
I-85	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
I-86	252.227-7013	RIGHTS IN TECHNICAL DATA --NONCOMMERCIAL ITEMS	NOV/1995
I-87	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	JUN/1995
I-88	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
I-89	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-90	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-91	252.227-7034	PATENTS--SUBCONTRACTS	APR/1984
I-92	252.232-7006	REDUCTION OR SUSPENSION OF CONTRACT PAYMENTS UPON FINDING OF FRAUD	AUG/1992
I-93	252.233-7000	CERTIFICATION OF CLAIMS AND REQUESTS FOR ADJUSTMENT OR RELIEF	MAY/1994
I-94	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-95	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	MAR/2000
I-96	252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-97	52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JUL/1990

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed zero or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdown of production

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equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

I-98                    52.220-3                    UTILIZATION OF LABOR SURPLUS AREA CONCERNS                    JUL/1995

(a) Policy. It is the policy of the Government to award contracts to concerns that agree to perform substantially in labor surplus areas (LSA's) when this can be done consistent with the efficient performance of the contract and at prices no higher than are obtainable elsewhere. The Contractor agrees to use its best efforts to place subcontracts in accordance with this policy.

(b) Order of preference. In complying with paragraph (a) of this clause and with paragraph (c) of the clause of this contract entitled UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS, the Contractor shall observe the following order of preference in awarding subcontracts: (1) small business concerns that are LSA concerns, (2) other small business concerns, and (3) other LSA concerns.

(c) Definitions. Labor surplus area, as used in this clause, means a geographical area identified by the Department of Labor in accordance with 20 CFR 654, Subpart A, as an area of concentrated unemployment or underemployment or an area of labor surplus.

Labor surplus area concern, as used in this clause, means a concern that together with its first-tier subcontractors will perform substantially in labor surplus areas. Performance is substantially in labor surplus areas if the costs incurred under the contract on account of manufacturing, production, or performance of appropriate services in labor surplus areas exceed 50 percent of the contract price.

(End of clause)

I-99                    52.223-11                    OZONE-DEPLETING SUBSTANCES                    MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) \_\_\_\_\_ \* \_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\*The Contractor shall insert the name of the substance(s).

[End of Clause]

I-100                    52.232-25                    PROMPT PAYMENT                    MAY/1997

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(4) of this clause

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concerning payments due on Saturdays, Sundays, and legal holidays.)

- (a) Invoice Payments.
  - (1) Due Date.
    - (i) Except as indicated in subparagraph (a)(2) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:
      - (A) The 30th day after the designated billing office has received a proper invoice from the Contractor (except as provided in subdivision (a)(1)(ii) of this clause).
      - (B) The 30th day after the Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance will be deemed to have occurred on the effective date of the contract settlement.
    - (ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.
  - (2) Certain food products and other payments.
    - (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--
      - (A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.
      - (B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.
      - (C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.
      - (D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.
    - (ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.
  - (3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraph (a)(3)(i) through (a)(3)(viii) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils), with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(5) of this clause.
    - Name and address of the Contractor.
    - (ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of the mailing or transmission.)
    - (iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
    - (iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.



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(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number and mailing address of person to be notified in event of a defective invoice.

(viii) Any other information or documentation required by the contract (such as evidence of shipment).

(ix) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(4) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a last payment interest penalty.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the Renegotiation Board Interest Rate, and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(3) of this clause, then the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils).

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1.00 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause

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at 52.233-1, Disputes.

(7) Additional interest penalty.

(i) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with paragraph (a)(7)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor--

(A) Is owed an interest penalty of \$1.00 or more;

(B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(C) Makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii) (A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall-- (1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) Demands must be postmarked on or before the 40th day after payment was made, except that--

(1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or

(2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii) (A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty that is due on or after January 22, 1990, except--

(1) For additional penalties due on or before January 22, 1992, such penalties shall not exceed \$2,500;

(2) After January 22, 1992, the additional penalty shall not exceed \$5,000;

(3) The additional penalty shall never be less than \$25; and

(4) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.00.

(B) If the interest penalty ceases to accrue in accordance with the limits stated in paragraph (a)(5)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in paragraph (a)(7)(iii)(A) of this clause.

(C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.

(D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payments--

(1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the (insert day as prescribed by Agency head; if not prescribed, insert 30th day) day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurrent

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submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(End of clause)

I-101      52.244-6      SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS      APR/2003

(a) Definitions. As used in this clause--

(1) "Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

(2) "Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

(1) The contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000)(15U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246);

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)(29 U.S.C. 793);

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimum number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

[End of Clause]

I-102      52.247-1      COMMERCIAL BILL OF LADING NOTATIONS      APR/1984

If the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:

???Transportation is for the US Army Tank Automotive and Armaments Command, and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government.

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

???Transportation is for the US Army Tank Automotive and Armaments Command and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No. \_\_\_\_\_.

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This may be confirmed by contacting \_\_\_\_\_ (insert name and address of the cognizant contract administration office, as identified on the face of the contract.)

(End of clause)

I-103      52.252-6      AUTHORIZED DEVIATIONS IN CLAUSES      APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

I-104      252.204-7004      ALTERNATE A      NOV/2003

As prescribed in 204.1104, substitute the following paragraph (a) for paragraph (a) of the clause at FAR 52.204-7:

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR database" means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records "Active."

[End of Clause]

I-105      252.225-7015      PREFERENCE FOR DOMESTIC HAND OR MEASURING TOOLS      DEC/1991  
The Contractor agrees to deliver under this contract only hand or measuring tools produced in the United States or its possessions.  
(End of clause)

I-106      252.247-7023      TRANSPORTATION OF SUPPLIES BY SEA      MAY/2002

(a) Definitions. As used in this clause--

(1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture,

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fabrication, or assembly by the Contractor or any subcontractor.

- (2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
- (3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.
- (4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.
- (6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
  - (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
  - (ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
- (7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

- (b)
  - (1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
  - (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-
    - (i) This contract is a construction contract; or
    - (ii) The supplies being transported are-
      - (A) Noncommercial items; or
      - (B) Commercial items that-
        - (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
        - (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
        - (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

- (c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--
  - (1) U.S.-flag vessels are not available for timely shipment;
  - (2) The freight charges are inordinately excessive or unreasonable; or
  - (3) Freight charges are higher than charges to private persons for transportation of like goods.
- (d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

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- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM	CONTRACT			
DESCRIPTION	LINE ITEMS		QUANTITY	TOTAL

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

- (1) The Contractor shall insert the substance of this clause, including this paragraph (h) in all subcontracts that

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exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

[End of Clause]

I-107	52.204-4008	REQUIRED USE OF ELECTRONIC DATA INTERCHANGE (EDI)	MAY/2000
	(TACOM)		

The Government reserves the right to commence issuing orders to the contract within 90 calendar days after contract award. Any modifications and any delivery orders will be delivered electronically to the contractor using Electronic Data Interchange (EDI) via the Federal Acquisition Network (FACNET). Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

[End of Clause]

I-108	52.204-4009	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION	JUN/1999
	(TACOM)		

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

I-109	52.246-4026	LOCAL ADDRESS FOR DD FORM 250	JAN/2002
	(TACOM)		

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

- (1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:  
DD250@tacom.army.mil
- (2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number: (586) 574-5527 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://webl.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]

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I-110                      52.247-4458                      GUARANTEED SHIPPING CHARACTERISTICS--F.O.B. DESTINATION                      SEP/2000  
(TACOM)

(a) The offeror is required to complete subparagraph (b)(1), (2), and (3), of this clause, for each part or component, including all of its packaging. This information will be used by the Government to perform logistics management functions such as providing item sustainment, planning (e.g. estimating storage costs), and redistribution. You are not liable if you give us wrong information, however since the DOD uses this data in-house in existing data bases and because this information may be used in contingency planning it, we request that the information provided be as accurate as possible.

(b) Definitions of terms commonly used in the packaging and distribution environments are defined in ASTM D996 and should be consulted if any term used herein is in question.

(1) Unit Package:

(i) Specify the type of UNIT PACKAGE for each single unit of issue: A container in direct contact with and enclosing the product along with any required protective materials(s)(e.g. item is wrapped in neutral paper, polyethylene foam cushion wrapped, sealed in a waterproof bag, and placed in a fiberboard box).

(ii) Unit Package Exterior Size/Weight of Unit Package with contents:

Length\_\_\_\_\_ x Width\_\_\_\_\_ x Depth \_\_\_\_\_(expressed in inches)/Weight expressed in \_\_\_\_\_ pounds

(2) Shipping Container:

(i) Exterior Size of SHIPPING CONTAINER AND CONTENTS THEREIN:

Length, \_\_\_\_\_ x Width, \_\_\_\_\_ x Height,\_\_\_\_\_ (expressed in feet and inches)

(ii) Number of unit packages per shipping container \_\_\_\_\_ each

(iii) Gross weight of Shipping container and contents \_\_\_\_\_ Lbs.

(3) Unitized Loads:

(i) Is the Load palletized, skidded, or some other platform device used as a base for handling and transporting as a single entity. Yes [ ] No [ ]; describe: \_\_\_\_\_

(ii) Number of Shipping containers per pallet/skid \_\_\_\_\_ each.

(iii) Weight of empty pallet, skid, platform, dolly, other device used as a base for handling and transporting materials \_\_\_\_\_ Lbs

(iv) Size of Unit Load(pallet/skid including shipping container(s)assembled for handling and transportation as a single entity:

Length, \_\_\_\_\_ x Width, \_\_\_\_\_ x Height,\_\_\_\_\_ (expressed in feet and inches)

(v) Gross Weight of Unit Load \_\_\_\_\_ Lbs;

[End of Clause]



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SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENT LIST (DD FORM 1423)		002	EMAIL
Attachment 001	CONTRACT SECURITY CLASSIFICATION SPECIFICATION		003	EMAIL
Attachment 002	SECURITY CLASSIFICATION GUIDE	26-JAN-2001	012	EMAIL